



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Adopt a Resolution Authorizing the City Manager to Execute an Agreement with the Boosters of Boys/Girls Sports Organization (BOBS) for Concession Operations at the Grape Bowl Stadium, Kofu, Salas, and Zupo Parks and Other Locations for BOBS Sponsored Events

MEETING DATE: December 18, 2002


PREPARED BY: Parks and Recreation Director

RECOMMENDED ACTION: That the City Council adopt the attached resolution authorizing the City Manager to execute an agreement with the Boosters of Boys/Girls Sports Organization (BOBS) for concession operations at the Grape Bowl Stadium, Kofu, Salas, and Zupo parks and other locations for BOBS sponsored events.

BACKGROUND INFORMATION: The BOBS Organization is committed to providing low cost youth sports programs in Lodi. To meet this goal, the organization operates concession stands at various youth sports facilities. In addition to raising funds for program costs, the BOBS dedicate monies toward capital improvements at these sites. Their most recent projects include field renovations, scoreboards and backstops.

Staff recommends the attached agreement authorizing the BOBS to conduct concession operations at the Grape Bowl, Kofu, Salas, and Zupo parks and other locations, which will be determined by mutual agreement with the BOBS and Parks and Recreation Director, for BOBS sponsored events for the period January 1, 2003 to December 31, 2007.

FUNDING: None

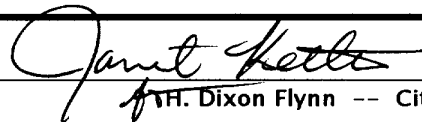

Roger Baltz
Parks and Recreation Director

Prepared by Susan Bjork, Management Analyst Trainee

RB:svb

cc: City Attorney

APPROVED:


Th. Dixon Flynn -- City Manager

12/09/02

AGREEMENT
CITY OF LODI AND BOOSTERS OF BOYS AND GIRLS
SPORTS FOR CONCESSION OPERATIONS AT
THE GRAPE BOWL STADIUM, KOFU, SALAS, ZUPO PARKS AND OTHER
LOCATIONS FOR BOBS SPONSORED EVENTS (DETERMINED BY
MUTUAL AGREEMENT WITH BOBS AND DIRECTOR OF PARKS AND RECREATION)

PARTIES:

This agreement is made and entered into this ____ day of _____, 2002 by and between the City of Lodi, a municipal corporation ("City") and the Boosters of Boys and Girls Sports ("BOBS"). The term of this agreement shall be from January 1, 2003 to December 31, 2007.

RECITALS:

BOBS agrees to operate concession stands at the below described parks under the terms and conditions set forth herein:

- Grape Bowl Stadium, 221 Lawrence Street, Lodi, California
- Kofu Park, 1145 S. Ham Lane, Lodi, California
- Salas Park, 2001 S. Stockton Street, Lodi, California
- Zupo Park, 350 N. Washington Street, Lodi, California

TERMS AND CONDITIONS:

1. Premises: City does hereby grant to BOBS the sole and exclusive right\license to vend food and drinks, etc. at the concession stands at the Grape Bowl Stadium, Kofu, Salas, and Zupo parks and other locations for BOBS sponsored programs and events (determined by mutual agreement with BOBS and the Director of Parks and Recreation for the term of this agreement.
2. Consideration: In consideration for the granting of this right\license the parties shall do the following:

A. City shall provide:

1. Enclosed concession stands at the Grape Bowl Stadium, Kofu, Salas and Zupo parks with some limited City-owned equipment which BOBS will be expected to service and maintain at BOBS sole cost and expense;
2. Water, sanitary sewer, gas, electricity, and garbage receptacles outside of the concession buildings;
3. Maintenance of the general property of the concession buildings, unless abuse and lack of general care is apparent, at which time the cost and expenditures shall be that of the BOBS.

B. Concession operation conditions:

1. The City Manager is granted the right to immediately terminate this agreement upon failure on the part of the BOBS to keep in full force and effect during the entire term of this agreement, the insurance required herein;
2. BOBS shall, prior to opening for business, furnish a products and price schedule and shall follow the products and price schedule as mutually agreed to between BOBS and City;
3. BOBS shall provide all equipment and merchandise necessary to operate said concessions;
4. BOBS shall keep accurate records and books of accounts of all purchases and sales and does hereby give to the City or its authorized agents, the right to examine and audit said books at any reasonable time. The BOBS will complete monthly reports, and these reports shall be filed with the City by the tenth day of every month while said concession is in operation;
5. BOBS shall operate said concessions on program game dates at times commencing 15 minutes before first scheduled game or event time;
6. BOBS agrees to obtain at its own expense, any and all permits and licenses which may be required by law or ordinance in conducting the

concessions, and to pay any and all taxes which may be assessed against it for whatever purposes in the operation of said concessions;

7. BOBS shall keep the concession stands and the immediate surrounding area in a clean and presentable condition at all times and follow the strictest of sanitary conditions, and any State and local ordinances applicable to the business conducted. BOBS shall give the City written notice of any maintenance problems;

8. The rights granted hereunder for concession sales at the identified parks, shall be exclusive to BOBS for BOBS sponsored events, with the exception of football games sponsored by the Lodi Unified School District at the Grape Bowl Stadium. Subleasing by BOBS is hereby prohibited;

9. BOBS is aware that a Possessory Interest Tax is or may be charged each year by the County Assessor for the use of the facilities and that payment of this tax is the responsibility of BOBS;

10. The Parks and Recreation Director and BOBS as mutually agreed upon shall approve or disapprove any employee or operator of said concession stands on the basis of such considerations as dress, general cleanliness, working relationship with the public, and staff needed to successfully vend food for day to day operations, tournaments or special events\activities. (City will coordinate this action with Concessionaire manager);

11. City reserves the right to enter upon the premises at any reasonable time, to inspect the operation and equipment thereon, or for any other purpose;

12. BOBS shall not have the right to sell, mortgage, assign or sublet this agreement or any part thereof without the prior written consent of City and any attempt to do so shall automatically terminate this agreement;

13. BOBS shall be responsible for the security of the concession stand and any storage buildings assigned to its exclusive use as far as locks on doors and

windows or installation of an alarm system if it is deemed necessary by mutual agreement of the parties. BOBS shall be responsible for any acts of vandalism to BOBS' equipment or inventory;

14. At the conclusion of or termination of this agreement BOBS shall surrender said concession premises in as good an order and condition as that in which BOBS received same, excepting ordinary wear and tear. Damage to or mistreatment of the buildings or City equipment will be the responsibility of BOBS to repair, replace, or reimburse for repair and replacement.

3. Insurance\Hold Harmless: City shall, as owner of the property, be responsible to the extent provided by law for any damages arising from the condition of the property itself, or from the direct and active negligence of City's employees and officers. BOBS shall save, defend, indemnify and hold harmless City, its officers, agents or employees from all damages, costs or expenses which may arise because of damages or injury caused by BOBS, its officers, agents, members or employees during the course of its activities on said premises. Such indemnity shall include attorney's fees. BOBS is required to carry a policy of comprehensive general liability insurance in compliance with all provisions of the "Risk Transfer Requirements for Lease or Use of City of Lodi Facilities", attached hereto as Exhibit A and incorporated herein by reference.

4. Termination of Agreement: This agreement may be terminated at any time with or without cause by either party upon thirty days written notice. Upon termination of this agreement BOBS agrees to quit and surrender the premises in a peaceable manner and City shall have the right to remove BOBS and all others occupying through or under this agreement.

5. Entire Agreement: This document contains the entire agreement between the parties. Any inconsistent prior or contemporaneous oral terms are void and shall not be used to modify or supplement this written agreement.

6. Attorney's Fee and Costs: In the event either party brings an action under this agreement at Law or in Equity, for the breach or enforcement thereof, the prevailing party in

such action shall be entitled to its reasonable attorney's fees and costs whether or not such action is prosecuted to judgment.

IN WITNESS WHEREOF, the parties hereto, being in agreement with the terms of this writing, have set their hands as follows:


CITY OF LODI, a municipal corporation

BOOSTERS OF BOYS AND GIRLS
SPORTS (BOBS):

H. DIXON FLYNN
City Manager

TONY ALEGRE
President

APPROVE AS TO FORM:



RANDALL A. HAYS
City Attorney

ATTEST:

SUSAN J. BLACKSTON
City Clerk

Date

CITY OF LODI
RISK TRANSFER REQUIREMENTS FOR LEASE OR USE OF CITY FACILITIES

1. Any individual party or group (hereinafter called Lessee) leasing, renting or otherwise using City of Lodi facilities, is required to carry a policy of Comprehensive General Liability insurance, and must complete a formal application or permit. Processing of applications is handled by the department responsible for the facility.
2. A duplicate or certificate of insurance shall be delivered to the City 30 DAYS prior to the use of City facilities.

NOTE: Lessee agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is as lease consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Govt. Code < 810 et seq.).

"Claims made" coverage requiring the insured's to give notice of any potential liability during a time period shorter than that found in the Tort Claims Act shall be unacceptable.

3. Each insurance certificate shall contain satisfactory evidence that each carrier is required to give the City of Lodi immediate notice of the cancellation or reduction in coverage of any policy during the effective period of the use of the City's facilities.
4. Each insurance certificate shall state on its face or as an endorsement, the location or and a description of the function that it is insuring.
5. If the City has not approved the insurance certificate and appropriate application or permit prior to the commencement of any portion of the function, the City's facilities will not be allowed to be utilized, and any contract or agreement entered into will become null and void.
6. Provided the lease agreement or contract does not prohibit a subtenant, all provisions of these requirements shall apply to and be construed as applying to any subtenant of the Lessee.
7. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements and shall specifically bind the insurance carrier.

8. In each and every instance, the City of Lodi must be named as an additional insured on the face of the insurance certificate or as an endorsement attached to the insurance certificate. (The City of Lodi, its Elected and Appointed Boards, Commissions, Officers, Agents and Employees, must be named the additional insured, not Hutchins Street Square, Parks and Recreation, or another individual or department).
9. The address of the City of Lodi must be shown along with number 8 above, (i.e. Additional Insured, City of Lodi, its Elected and Appointed Boards, Commissions, Officers, Agents and Employees, 221 W. Pine Street, Lodi, Ca. 95240) This must be the street address NOT the post office box.
10. In addition to the Additional Names Insured Endorsement on Lessee's policy of insurance, said insurance policy shall be endorsed to include the following language or reasonable facsimile:
"Such insurance as is afforded by the endorsement for the Additional Insured's shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the coinsurance afforded by this endorsement."
11. The combined single limits for bodily injury and property damage shall not be less than \$1,000,000 each occurrence. If alcohol is to be consumed or sold at the Lessee's event, then liquor liability coverage must be provided.
12. The Policy effective date and expiration date must coincide with and span the date(s) of the event being insured.
13. If the limits of coverage are not the amounts specified in Section 10 and 11 above and/or if the City is not named as an additional insured on the insurance certificate, not in conformance with the requirements of paragraph 2 above, the City will not accept the insurance certificate, and a corrected certificate must be furnished to the City prior to any use of City facilities.
14. If a corrected insurance certificate and appropriate application or permit is not received by the City of Lodi prior to the use of City facilities, the City will not allow the facilities to be used, and any agreement or contract entered into will become null and void.

RESOLUTION NO. 2002-257

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING THE
AGREEMENT BETWEEN THE CITY OF LODI AND BOOSTERS OF
BOYS AND GIRLS SPORTS (BOBS) ORGANIZATION FOR
CONCESSION OPERATIONS AT THE GRAPE BOWL STADIUM,
KOFU, SALAS, AND ZUPO PARKS AND OTHER LOCATIONS FOR
BOBS SPONSORED EVENTS

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NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the agreement between the City of Lodi and Boosters of Boys and Girls Sports (BOBS) Organization for concession operations at the Grape Bowl Stadium, Kofu, Salas, and Zupo Parks and other locations for BOBS sponsored events; and

BE IT FURTHER RESOLVED that the term of this agreement will cover the period of January 1, 2003 through December 31, 2007; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute the agreement on behalf of the City of Lodi.

Dated: December 18, 2002

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I hereby certify that Resolution No. 2002-257 was passed and adopted by the City Council of the City of Lodi in a regular meeting held December 18, 2002 by the following vote:

AYES: COUNCIL MEMBERS – Beckman, Hansen, Howard, Land, and
Mayor Hitchcock

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None



SUSAN J. BLACKSTON
City Clerk